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DÉLINE DENE BAND COUNCIL

Deline Self Government Agreement in Principle

August 23, 2003

DRAFT DÉLINE SELF-GOVERNMENT
AGREEMENT-IN-PRINCIPLE
FOR THE SAHTU DENE / MÉTIS OF DÉLINE

SIGNED IN Déline, in the Northwest Territories, this 23rd day of August, 2003.

For the Sahtu Dene and Métis of Déline

Raymond Tutcho, Chief
Déline Dene Band

Danny Gaudet, Chief Negotiator
Witness

John Tutcho, President
Déline Land Corporation

Paul Baton, Elder
Witness

For the Government of the Northwest Territories

Honourable Jim Antoine
Minister of Aboriginal Affairs

Fred Talen, Chief Negotiator
Witness

For the Government of Canada

Honourable Robert D. Nault
P.C., M.P.
Minister of Indian Affairs and
Northern Development

Honourable Ethel Blondin-Andrew
P.C., M.P. Western Arctic
Secretary of State (Children and Youth)
Witness

DRAFT DÉLINE SELF-GOVERNMENT
AGREEMENT-IN-PRINCIPLE
FOR THE SAHTU DENE / MÉTIS OF DÉLINE

This draft Agreement-in-Principle (AIP), dated June 16, 2003 is initialed by the negotiators to signify their intent to recommend this draft AIP for approval in accordance with the process set out in the "Approval of AIP" (Chapter 26) of this draft AIP.

For the Déline Dene Band and Déline Land Corporation:

Initialed in Déline, Northwest Territories, this 16 day of June, 2003.

Danny Gaudet, Chief Negotiator

For the Government of the Northwest Territories:

Initialed in Déline, Northwest Territories, this 16 day of June, 2003.

Fred Talen, Chief Negotiator

For Canada:

Initialed in Déline, Northwest Territories, this 16 day of June, 2003.

Kevan Flood, Senior Negotiator

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CHAPTER 1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

1.1.1 In this agreement:

"**Adult Education**" means education of adults other than Students.

"**All Terrain Vehicle**" means a motorized vehicle that runs on wheels, tracks, skis, air cushions or any combination thereof and is designed for cross-country travel on land, water, snow, ice, marsh, swamp or on other natural terrain, but does not include any vehicle that weighs more than 900 kg;

"**Authority**" means any power other than Jurisdiction;

"**Canada**" means the Government of Canada;

"**Charter Community**" means the Charter Community of Déline established pursuant to the *Charter Communities Act*, R.S.N.W.T. 1988,c.C-4;

"**Child**" means a person who has not yet attained the age of majority in accordance with NWT Law;

"**Client**" means an individual who has applied for or is receiving Income Support;

"**Community of Déline**" means the area described in Schedule "B" (to be provided before Final Agreement);

"**Conflict of Laws**" means operational incompatibility of laws that occurs when compliance with one law results in a breach of another law;

"**Consult**" and "**Consultation**" means:

a) the provision, to the party to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;

b) the provision of a reasonable period of time in which the party to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the party obliged to consult; and

c) full and fair consideration by the party obliged to consult of any views presented.

"**Curriculum Framework**" means the prescribed learning outcomes for primary (Kindergarten-grade 3), intermediate (grades 4-6), junior (grades 7-9) and senior (grades 10-12) grade levels;

"**Déline Community Assembly**" means a gathering, which meets at least annually, of the DFN Citizens who are at least eighteen (18) years of age;

"**Déline Dene Band**" means the band recognized by Canada pursuant to the *Indian Act* and bearing number 754;

"**Déline District**" means the area described in Schedule "A" and parcels 180 and 181 as described in Volume II of the SDMCLCA;

"**DFN (Déline First Nation)**" means those Sahtu Dene and Métis who are members, or who may become members, of the Déline Dene Band or of the Déline Land Corporation;

"**DFN Citizen**" means a person who has qualified for citizenship pursuant to Chapter 5;

"**DFN Constitution**" means the Constitution, as amended from time to time, of the DFN referred to in 25.2.1;

"**DFNG (Déline First Nation Government)**" means the government established pursuant to Chapter 3;

"**DFNG Law**" means acts and regulations enacted by the DFNG in force from time to time;

"**Déline Land Corporation**" means that body corporate provided for in the SDMCLCA and incorporated pursuant to the *Canada Corporations Act*;

"**Education Support Services**" means assistance provided in the form of a grant, loan or scholarship, counseling and administrative services for persons accessing post-secondary education, Adult Education or Training;

"**Effective Date**" means the date upon which the FSGA takes effect pursuant to 25.12.1;

"**?Ehkw'atidé**" means the leader of the DFNG described in 3.3.1a);

"**Elders Advisor**" means the member of the Elders Council, provided for in 3.3.1c), appointed to sit on the Main Council;

"**Elders Council**" means the body described in 3.3.1c);

"**Executive Council**" means the body described in 3.3.2;

"**Federal Law**" means acts or regulations of the Parliament of Canada, in force from time to time;

"**FSGA (Final Self-Government Agreement)**" means the self-government agreement that has been ratified by the Parties pursuant to the Chapter 25;

"**FTA**" means a financial transfer agreement negotiated among the Parties pursuant to Chapter 22;

"**GNWT**" means the Government of the Northwest Territories;

"**Implementation Plan**" means a plan to be used by the Parties to manage the implementation of the FSGA;

"**Income Support**" means any form of aid, monetary or otherwise, that is provided to assist a person in need;

"**Initialing Date**" means the date the chief negotiators for the Parties initial the FSGA;

"**Institutions of the DFNG**" means entities established pursuant to 3.5.1a);

"**Intellectual Property**" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights.

"**Jurisdiction**" means the power to make laws;

"**Justice Council**" means the body described in 3.3.1d);

"**Liquor**" means:

a) any alcoholic, spirituous, vinous, fermented, malt or other intoxicating liquid or combination of liquids;

b) any mixed liquid, a part of which is alcoholic, spirituous, vinous, fermented, malt or otherwise intoxicating; and

c) beer and wine;

"**Main Council**" means the body described in 3.3.1b);

"**NWT**" means the Northwest Territories;

"**NWT Law**" means acts or regulations of the Legislative Assembly of the Northwest Territories, in force from time to time;

"**Participants**" means the Parties to a dispute pursuant to Chapter 21;

"**Parties**" to the FSGA,

a) prior to the Effective Date means:

i) the Déline Dene Band and the Déline Land Corporation,
ii) the GNWT, and
iii) Canada;

b) as of the Effective Date means:

i) the DFNG,
ii) the GNWT, and
iii) Canada;

"**Ratification**" means the process set out in 25.3 to 25.5;

"**SDMCLCA**" means the Sahtu Dene and Métis Comprehensive Land Claim Agreement;

"**Settlement Lands**" means those settlement lands as defined in section 2.1.1 of the SDMCLCA that are located within the Déline District;

"**Social Housing**" means public programs provided for the construction, acquisition, renovation or rental of housing for households in need;

"**Student**" means a person enrolled in kindergarten to grade 12; and

"**Training**" means practical and theoretical learning focused on developing skills for employment.

1.2 INTERPRETATION

1.2.1 In the FSGA:

a) the use of the word "will" or "shall" denotes an obligation that must be carried out by one or more of the Parties and, when no time frame is set out, the obligation shall be carried out as soon as is reasonably practicable after the Effective Date or the event which gives rise to the obligation;

b) the use of the word "including" means "including, but not limited to" and the use of the word "includes" means "includes, but is not limited to", unless it is otherwise clear from the context;

c) headings and sub-headings are for convenience only and in no way affect the scope or meaning of any provisions of the FSGA;

d) a reference to a "Chapter", "Schedule", or "Appendix" means a Chapter, Schedule, or Appendix of the FSGA, unless it is otherwise clear from the context;

e) the use of the singular includes the plural and the use of the plural includes the singular, unless it is otherwise clear from the context;

f) capitalized words and phrases have the meaning defined in 1.1.1; and

g) a reference to a statute, except where a specific year and chapter are stated, includes every amendment to, every regulation made under and any law enacted in substitution for, or in replacement of, that statute.

1.2.2 The FSGA may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any legislation implementing the FSGA.

1.2.3 There shall not be any presumption that ambiguous or doubtful expressions in the FSGA be interpreted in favour of any of the Parties.

1.2.4 The FSGA shall be the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the FSGA except as expressed in it.

1.2.5 Clauses in this AIP that begin with "Prior to the Initialing Date", "Prior to the Effective Date", "After the Initialing Date", or "After approval of this AIP" shall not form part of the FSGA.

1.2.6 Unless otherwise provided in the FSGA, an agreement reached as a result of negotiations required or permitted by the FSGA does not form part of the FSGA.

1.2.7 Unless otherwise provided in the FSGA, Schedules and Appendices to the FSGA form part of the FSGA, and all of the FSGA shall be read together and interpreted as one agreement.

CHAPTER 2 GENERAL PROVISIONS

2.1 STATUS OF THE FSGA

2.1.1 The FSGA is a self-government agreement pursuant to Chapter 5 and Appendix B of the SDMCLCA.

2.1.2 The FSGA may become a treaty within the meaning of the *Constitution Act, 1982*.

2.1.3 Prior to the Initialing Date, the Parties shall:

a) discuss whether treaty protection of rights contained in the FSGA shall occur; and

b) address the status and effect of any existing aboriginal rights which are not set out in the FSGA and how or whether such rights may be given effect.

2.1.4 Nothing in the FSGA shall:

a) be construed so as to:

i) require a surrender of any existing aboriginal rights of the DFN; or

ii) abrogate or derogate from any existing treaty rights of the DFN,[1]

recognized and affirmed by section 35 of the *Constitution Act, 1982*; and

b) remove from the Sahtu Dene and Métis of Déline their identity as aboriginal people of Canada within the meaning of the *Constitution Act, 1982*, or affect their ability to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them.

2.2 LANGUAGE OF THE FSGA

2.2.1 There shall be North Slavey, English and French versions of the FSGA.

2.2.2 The English and French versions shall be the authoritative versions.

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[1] Relationship between education provisions of the FSGA and the Treaty 11 provision regarding "salaries of teachers to instruct the children" will be discussed prior to the Initialing Date.

2.3 PURPOSE OF THE FSGA

2.3.1 The purpose of the FSGA is to:

a) implement aspects of the inherent aboriginal right of self-government based on the recognition that the inherent right of self-government is an existing aboriginal right within the meaning of the *Constitution Act, 1982;*

b) establish an aboriginal public government within the Déline District;

c) establish a government to government relationship among the Parties within the constitutional framework of Canada; and

d) reflect the Parties' agreement with respect to the scope of Jurisdictions which may be exercised by the DFNG.

2.3.2 The FSGA is not intended to:

a) define any inherent aboriginal right of self-government or how that right may ultimately be determined at law;

b) restrict the ability of the DFN to participate in any future process established by Canada to implement the inherent aboriginal right of self-government; and

c) alter the Jurisdictions or Authorities of the GNWT under the *Northwest Territories Act*, R.S.C. 1985 c. 27.

2.3.3 The relationship among the Parties may evolve and change over time and the Parties may amend the FSGA in accordance with Chapter 20.

2.4 RIGHTS, BENEFITS AND PROGRAMS

2.4.1 DFN Citizens who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits of other Canadian citizens or permanent residents of Canada, applicable to them from time to time.

2.4.2 Nothing in the FSGA affects the:

a) ability of the DFNG and DFN Citizens to participate in or benefit from federal or NWT programs and services for aboriginal people, in accordance with applicable general criteria, unless funding for those programs and services has been incorporated into an FTA; and

b) ability of eligible persons residing in the Déline District to participate in programs established by Canada or the GNWT and to receive public services from Canada or the GNWT, in accordance with general criteria established for those programs or services from time to time, to the extent that the DFNG has not received funding for those programs or public services under an FTA.

2.5 CONSULTATION

2.5.1 When any of the Parties have Consulted in accordance with the definition of "Consult" and "Consultation" in Chapter 1, the Party Consulting has no further obligation to Consult in respect of that matter.

2.5.2 Prior to the Initialing Date the Parties shall discuss the relationship of the Crown's duty to consult with aboriginal people with the obligations to Consult in the FSGA.

2.6 NEW LOCAL GOVERNMENT

2.6.1 The GNWT shall Consult with the DFNG when the GNWT is considering the creation of a local government on Crown lands in the Déline District.

2.6.2 Where the GNWT intends to create a local government on Crown lands in the Déline District, the Parties shall discuss the application of the Jurisdictions and Authorities of the DFNG in relation to that local government and may amend the FSGA.

2.6.3 Where the GNWT has created a new local government on Crown lands in the Déline District, the GNWT shall Consult with the DFNG prior to changing the boundary of that new local government.

2.7 APPLICATION OF THE INDIAN ACT

2.7.1 The *Indian Act* does not apply to the DFNG.

2.7.2 Notwithstanding 2.7.1, Canada shall continue to maintain the Indian Register and nothing in the FSGA shall affect the eligibility of a DFN Citizen to be registered as an Indian pursuant to sections 6 and 7 of the *Indian Act*.

2.8 APPLICATION OF LAWS

2.8.1 The *Canadian Charter of Rights and Freedoms* applies to the DFNG and Institutions of the DFNG.

2.8.2 Unless otherwise provided in the FSGA, Federal Law, NWT Law and DFNG Law shall apply in the Déline District.

2.8.3 The Jurisdictions of the DFNG set out in the FSGA include those Jurisdictions that are ancillary or necessarily incidental.

2.8.4 The Statutory Instruments Acts of Canada and the NWT do not apply to DFNG Laws.

2.8.5 The Jurisdiction of the DFNG set out in the FSGA does not include Jurisdiction in relation to:

a) criminal law, including procedures in criminal matters; and

b) the creation of a court.

2.8.6 The Jurisdiction of the DFNG set out in the FSGA does not include Jurisdiction in relation to broadcasting, telecommunications and Intellectual Property.

2.8.7 The DFNG has no Jurisdiction in relation to the certification, licensing, or regulation of occupations, trades, professions, professionals, professional organizations and societies except for the:

a) certification of teachers pursuant to 6.1.1b);

b) certification of early childhood educators and childcare providers pursuant to 7.1.1c);

c) certification of persons pursuant to 17.1.1d);

d) regulation of persons pursuant to 17.1.1e); and

e) regulation and certification of persons pursuant to 17.1.1h).

2.8.8 Nothing in the FSGA affects the inherent jurisdiction of the Supreme Court of the NWT with respect to Children or legally incompetent persons.

2.9 CONFLICT OF LAWS

2.9.1 In the event of a Conflict of Laws between the FSGA and a Federal Law, NWT Law or DFNG Law, the FSGA prevails to the extent of the conflict.

2.9.2 In the event of an inconsistency or Conflict of Laws between the FSGA and the DFN Constitution, the FSGA prevails to the extent of the inconsistency or conflict.

2.9.3 In the event of an inconsistency or Conflict of Laws between the *Sahtu Dene and Métis Land Claim Settlement Act* or the SDMCLCA and the FSGA, the *Sahtu Dene and Métis Land Claim Settlement Act* or the SDMCLCA, as the case may be, prevails to the extent of the inconsistency or conflict.

2.9.4 To resolve the inconsistency or Conflict of Laws referred to in 2.9.3:

a) the Parties may agree to amend the FSGA in accordance with Chapter 20; or

b) the parties to the SDMCLCA may agree to amend the SDMCLCA.

2.9.5 Where an amendment to the SDMCLCA requires an amendment to the *Sahtu Dene and Métis Land Claim Settlement Act*, Canada shall recommend such an amendment to Parliament.

2.9.6 Subject to 2.9.3, in the event of a Conflict of Laws between:

a) federal implementing legislation and any other Federal Law or NWT Law, the federal implementing legislation prevails to the extent of the conflict; and

b) NWT implementing legislation and any other NWT Law, the NWT implementing legislation prevails to the extent of the conflict.

2.9.7 Federal Laws and NWT Laws prevail over DFNG Laws to the extent of any Conflict of Laws involving a provision of a DFNG Law that has a double aspect or an incidental impact on any:

a) area of federal or NWT Jurisdiction in respect of which the DFNG does not have Jurisdiction; or

b) Jurisdictions set out in the FSGA that do not provide for the priority of DFNG Laws.

2.9.8 Notwithstanding any other rule of priority in the FSGA, in the event of a Conflict of Laws between a DFNG Law and a Federal Law that pursues an objective of overriding national importance, the Federal Law prevails to the extent of the conflict.

2.9.9 For greater certainty, the reference in 2.9.8 to overriding national importance includes Federal Laws relating to the preservation of peace, order and good government in Canada, as well as Federal Laws that relate specifically to the criminal law and procedures in criminal matters, protection of human rights or the protection of health and safety of all Canadians.

2.10 PROOF OF DFNG LAWS

2.10.1 In any proceeding, a copy of a DFNG Law certified as a true copy by a duly authorized officer of the DFNG is, without proof of the officer's signature or official character, evidence of its enactment on the date specified in the law.

2.11 INTERNATIONAL LEGAL OBLIGATIONS

2.11.1 Prior to the Initialing Date, the Parties will address the issue of consistency of DFNG Laws and actions with Canada's international legal obligations.

2.12 JUDICIAL DETERMINATION OF VALIDITY

2.12.1 If a court of competent jurisdiction finally determines any provision of the FSGA to be invalid or unenforceable:

a) the Parties shall make best efforts to amend the FSGA to remedy or replace the provision; and

b) the provision shall be severable from the FSGA to the extent of the invalidity or unenforceability and the remainder of the FSGA shall be construed, to the extent possible, to give effect to the intent of the Parties.

2.12.2 No Party shall challenge, or support a challenge to, the validity of any provision of the FSGA.

2.12.3 Nothing in 2.12.2 precludes any of the Parties from resorting to Chapter 21 regarding the interpretation or application of the FSGA.

2.12.4 A breach of any provision of the FSGA by a Party does not relieve that Party and any other Party from their respective obligations under the FSGA.

2.13 DISCLOSURE OF INFORMATION

2.13.1 Concurrent with tabling of implementing legislation, Canada shall present amendments to the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) to protect from disclosure information provided in confidence by the DFNG as if it was information provided to Canada by a provincial, territorial, regional or municipal government.

2.13.2 If the DFNG requests disclosure of information from Canada or the GNWT, the request shall be evaluated as if it were a request by a province or a territory for disclosure of that information.

2.13.3 The Parties may enter into agreements in respect of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information.

2.13.4 Notwithstanding any other provision of the FSGA:

a) the Parties are not required to disclose any information that they are required or entitled to withhold under a privilege at law or under any Federal Law, NWT Law or DFNG Law; and

b) where conditions are required for the disclosure of information under Federal Law, NWT Law or DFNG Law, the Parties are not required to disclose that information unless the conditions are met.

2.14 WAIVER

2.14.1 The Parties may agree that the performance by a Party of an obligation under the FSGA may be waived, provided the waiver is in writing and signed by the Parties.

2.15 AUTHORIZATION TO ACT

2.15.1 For the purpose of any provision of the FSGA and provided that notice of any authorization or identification shall be given to each Party:

a) Canada may authorize any body or person to act on its behalf, or may identify which of its Ministers is responsible for the subject matter of the provision, by legislation or an order of the Governor in Council;

b) the GNWT may authorize any body or person to act on its behalf, or may identify which of its Ministers is responsible for the subject matter of the provision, by legislation or an order of the Commissioner in Council; and

c) the DFNG may authorize any body, including an Institution of the DFNG, or person to act on its behalf, or may identify which of its Main Council members is responsible for the subject matter of the provision, by legislation or a motion of the Main Council.

2.16 NOTICE

2.16.1 Unless otherwise provided in the FSGA, a communication between or among the Parties pursuant to the FSGA must be:

a) delivered personally or by courier;

b) transmitted by fax;

c) mailed by prepaid registered post in Canada; or

d) by any other means agreed to by the Parties.

2.16.2 A communication will be considered to have been given, made or delivered, and received if:

a) delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;

b) transmitted by fax and the sender receives confirmation of the transmission at the start of business on the next business day after the day on which it was transmitted; or

c) mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee or a responsible representative of the addressee.

2.16.3 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered or mailed to the address or transmitted to the fax number of the intended recipient as set out below:

For: Government of Canada
Attention: Minister of Indian Affairs and Northern Development
House of Commons
Room 583, Confederation Building
Ottawa, ON
K1A 0A6
Fax Number: (819) 953-4941

For: Government of the Northwest Territories
Attention: Minister Responsible for Aboriginal Affairs
Government of the Northwest Territories
Ministry of Aboriginal Affairs
P.O. Box 1320
Yellowknife, NT
X1A 2L9
Fax Number: (867) 873-0306

For: Déline First Nation Government
Attention: [Address to be provided.]

2.16.4 A Party may change its address or fax number by giving a notice of the change in writing to the other Parties.

CHAPTER 3 GOVERNMENT

3.1 RECOGNITION

3.1.1 As of the Effective Date, the DFN, Canada and the GNWT recognize the DFNG as the government exercising the Jurisdictions and Authorities set out in the FSGA.

3.1.2 3.1.1 does not directly or indirectly imply recognition by Canada or the GNWT of any Jurisdictions and Authorities of the DFNG having a source outside the FSGA.

3.2 DFN CONSTITUTION

3.2.1 The DFN Constitution shall:

a) confirm that the DFN shall act through the DFNG in exercising its capacity, rights, powers and privileges and in carrying out its duties, functions and obligations;

b) provide for DFN citizenship criteria;

c) provide for the Elders Council;

d) provide for the Déline Community Assembly; and

e) set out the selection process for the ?Ehkw'atidé that provides:

i) DFN Citizens who are at least eighteen (18) years of age and are eligible to vote for the Main Council the right to nominate and express their preference for the ?Ehkw'atidé,

ii) that a candidate for the position of ?Ehkw'atidé is eligible if that person is a Canadian Citizen, meets a residency requirement that shall not exceed two (2) years and meets any other eligibility criteria set out in the DFN Constitution,

iii) for a minimum age to stand for the position of ?Ehkw'atidé that shall not be less than eighteen (18) years,

iv) that persons who are eligible to participate in the selection process for the ?Ehkw'atidé may express their preference using traditional methods or in a manner that protects their anonymity, and

v) for appeals relating to the process, conduct or results of the selection process for the ?Ehkw'atidé.

3.2.2 The DFN Constitution may require that the position of ?Ehkw'atidé be held by a DFN Citizen.

3.3 STRUCTURE

3.3.1 The DFNG consists of:

a) the ?Ehkw'atidé, who:

i) is the leader of the DFNG,

ii) shall be selected by DFN Citizens for a term not exceeding four (4) years, and

iii) shall preside over and be a voting member of the Main Council and the Executive Council;

b) the Main Council:

i) that is the legislative branch of the DFNG,

ii) that shall have eight (8) to twelve (12) members, including the ?Ehkw'atidé and the Elders Advisor,

iii) that shall have overall responsibility for the administration of the DFNG,

iv) that shall hold its legislative sessions open to the public,

v) whose members, with the exception of the ?Ehkw'atidé and the Elders Advisor, shall be elected for a term not exceeding four (4) years, and

vi) that may appoint an Executive Council;

c) the Elders Council that:

i) may provide advice on any matter to the Main Council, the Executive Council and the Justice Council, and

ii) shall appoint one of its members to sit on the Main Council as a voting member, and

d) the Justice Council that shall:

i) be composed of at least three (3) and no more than five (5) members elected for a term not exceeding four (4) years, and

ii) exercise the Authorities and responsibilities set out in DFNG Law.

3.3.2 If the Main Council appoints an Executive Council pursuant to 3.3.1b)vi), the Executive Council shall:

a) be composed of the ?Ehkw'atidé and up to five (5) members of the Main Council;
b) be a subcommittee of the Main Council; and

c) perform such duties and functions as are assigned to it from time to time by the Main Council.

3.3.3 DFNG Law shall determine the size of the:

a) Main Council consistent with 3.3.1b)ii); and

b) Justice Council consistent with 3.3.1d)i).

3.4 LEGAL STATUS

3.4.1 The DFNG has the legal status and capacity of a natural person.

3.5 OPERATIONAL MATTERS

3.5.1 The DFNG has Jurisdiction with respect to the administration, management and operation of the DFNG, including:

a) creating elected or non-elected Institutions of the DFNG acting on behalf of the DFNG;

b) determining the legal status and capacity of Institutions of the DFNG;

c) determining the powers, duties, responsibilities, remuneration, indemnification, and other similar matters in relation to elected or appointed members, officials, employees and agents of the DFNG and Institutions of the DFNG;

d) providing for the privileges and immunities for the members of the Main Council consistent with those applicable to the members of the Legislative Assembly of the NWT;

e) limiting personal liability of elected or appointed members, officials, employees and agents of the DFNG and Institutions of the DFNG, provided that the DFNG retains vicarious liability for their acts or omissions;

f) providing for the financial administration of the DFNG; and

g) providing for access to information and privacy.

3.5.2 The Jurisdiction of the DFNG pursuant to 3.5.1 does not include:

a) incorporation;

b) societies; or

c) labour relations and working conditions in a federal work, undertaking or business as defined in the *Canada Labour Code*.

3.5.3 DFNG Law shall provide for:

a) conflict of interest rules for elected or appointed members, officials, employees and agents of the DFNG and Institutions of the DFNG; and

b) a system of financial administration,

that are comparable to those of a government exercising similar Jurisdiction and Authority in Canada.

3.5.4 DFNG Law shall provide for:

a) how DFNG Laws are enacted, including:

i) giving public notice,

ii) providing public access to information, and

iii) the circumstances under which public hearings are held

regarding proposed DFNG Laws;

b) the circumstances under which the Main Council may hold deliberations in private; and

c) how the DFNG may:

i) borrow,

ii) make or guarantee loans,

iii) forgive debts, and

iv) acquire or dispose of property.

3.6 REGISTRY OF LAWS

3.6.1 The DFNG shall:

a) maintain a public registry of the DFN Constitution and of all DFNG Laws including amendments:

i) in the English language, and

ii) at the discretion of the DFNG, in the North Slavey language, and

b) establish procedures for the proclamation and publication of and public access to DFNG Laws.

3.6.2 The DFNG shall provide Canada and the GNWT with copies of all DFNG Laws for information purposes only.

3.7 ADDITIONAL JURISDICTIONS

3.7.1 Prior to the Initialing Date, the Parties shall address how the DFNG may acquire additional Jurisdictions.

3.8 DELEGATIONS

3.8.1 The DFNG may delegate any of its Jurisdictions only with the agreement of the Parties.

3.8.2 The DFNG may only delegate any of its Authorities in such a manner as to retain public accountability to the DFNG electorate.

3.8.3 Prior to the Initialing Date, the Parties shall address whether there should be restrictions or conditions on the delegation of Authority by the DFNG .

3.8.4 The DFNG may enter into agreements with other governments to receive Authority by delegation.

3.8.5 A delegation under 3.8.2 or 3.8.4 must be in writing and agreed to by the person or entity receiving the delegation.

CHAPTER 4 ELECTIONS

4.1 JURISDICTION

4.1.1 The DFNG has Jurisdiction in the Déline District with respect to elections for the DFNG and the elected Institutions of the DFNG.

4.1.2 DFNG Law made pursuant to 4.1.1 shall:

a) apply to all persons residing in the Déline District;

b) ensure elections are fair and open;

c) ensure elections are conducted by secret ballot; and

d) provide for appeals relating to the process, conduct or results of an election.

4.1.3 Notwithstanding 4.1.2c), elders may decide on traditional methods of voting which the elders may use as an alternative to a secret ballot, but shall not affect the right of any elder to vote by secret ballot.

4.1.4 The DFNG has Jurisdiction in the Déline District with respect to the eligibility for and the selection of the ?Ehkw'atidé.

4.1.5 DFNG Law made pursuant to 4.1.4 shall be consistent with the DFN Constitution.

4.2 ENTITLEMENT TO VOTE

4.2.1 DFNG Law shall provide that every person who:

a) is at least eighteen (18) years of age;

b) is a Canadian citizen; and

c) has met a residency requirement that shall not exceed two (2) years;

is entitled to vote for the Main Council, the Justice Council and elected Institutions of the DFNG.

4.2.2 Notwithstanding 4.2.1, DFNG Laws may entitle persons who:

a) are less than eighteen (18) years of age;

b) are at least sixteen (16) years of age; and

c) meet the requirements of 4.2.1b) and 4.2.1c);

to vote for the Main Council, the Justice Council and elected Institutions of the DFNG.

4.3 ENTITLEMENT TO STAND FOR ELECTION

4.3.1 A person entitled to vote under 4.2.1 who is at least eighteen (18) years of age and who meets other eligibility criteria set out in DFNG Law has the right to stand for election to the Main Council, the Justice Council and elected Institutions of the DFNG.

4.4 COMPOSITION OF THE MAIN COUNCIL

4.4.1 DFNG Law may require that up to 75% of the seats on the Main Council, including the positions of ?Ehkw'atidé and Elders Advisor, be held by DFN Citizens.

4.5 FIRST ELECTIONS

4.5.1 Persons residing in the Déline District who are entitled to vote for the:

a) Déline Dene Band Chief and Council,

b) Déline Land Corporation, or

c) Charter Community Council;

shall be entitled to vote in the first DFNG election for the Main Council and the Justice Council.

4.6 CONFLICT OF LAWS

4.6.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 5 CITIZENSHIP

5.1 JURISDICTION

5.1.1 The DFNG has Jurisdiction with respect to DFN citizenship.

5.1.2 DFNG Law made pursuant to 5.1.1 shall be consistent with DFN citizenship criteria set out in the DFN Constitution.

5.1.3 The conferring of DFN citizenship upon any person shall not confer or deny rights or benefits under any Federal Law or NWT Law, including:

a) rights of entry into Canada;

b) Canadian citizenship;

c) permanent residency in Canada;

d) the right to be registered as an Indian under the *Indian Act*; or

e) any of the rights and benefits under the *Indian Act*.

5.1.4 DFNG Law shall ensure that, as of the Effective Date, members of the:

a) Déline Land Corporation, and

b) Déline Dene Band,

shall become DFN Citizens.

5.1.5 Persons who were entitled, as of the Effective Date, to have their names entered on the Déline Dene Band List shall have the right to become DFN Citizens.

5.2 CONFLICT OF LAWS

5.2.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 6 KINDERGARTEN TO GRADE 12 EDUCATION

6.1 JURISDICTION

6.1.1 The DFNG has Jurisdiction in the Déline District with respect to:

a) kindergarten to grade 12 education of persons aged five (5) years by December 31 of a school year and not older than twenty-one (21) years residing in the Déline District; and

b) certification of kindergarten to grade 12 teachers.

6.1.2 The Jurisdiction set out in 6.1.1 does not include:

a) the development of the Curriculum Framework; and

b) setting the requirements for grade 12 graduation.

6.1.3 When exercising its Jurisdiction pursuant to 6.1.1, the DFNG shall ensure that:

a) the method of delivering kindergarten to grade 12 education is consistent with achieving the prescribed learning outcomes set out in the Curriculum Framework; and

b) all Students have access to kindergarten to grade 12 education in a regular instructional setting in the Déline District.

6.1.4 The DFNG may create exemptions to 6.1.3b)where:

a) a Student has reached the age of sixteen (16) years and has been expelled from school;

b) the health, safety or delivery of education to that Student or other Students would be jeopardized by the presence of that Student in a regular instructional setting; and

c) there are other reasons as determined by the DFNG in Consultation with the GNWT.

6.2 ASSESSMENT TOOLS

6.2.1 The GNWT may develop means of assessment for the purpose of determining Student achievement in relation to the Curriculum Framework. The DFNG shall use these assessment tools, if any, when assessing a Student's level of achievement when transferring to a school system operated by the DFNG. Decisions regarding a Student's placement in the school system operated by the DFNG shall be in accordance with DFNG policies.

6.3 AGREEMENTS

6.3.1 The GNWT retains the right to represent the NWT in discussions and enter into agreements with other territories, provinces or Canada on behalf of the NWT with respect to kindergarten to grade 12 education. Such agreements shall not affect the DFNG's Jurisdiction pursuant to 6.1.1.

6.3.2 The DFNG may enter into agreements with a territory, province or Canada for the delivery of kindergarten to grade 12 education within the Déline District, or for Students receiving kindergarten to grade 12 education outside of the Déline District.

6.4 CONSULTATION

6.4.1 The GNWT shall Consult the DFNG with respect to changes to:

a) the Curriculum Framework;

b) requirements for grade 12 graduation; and

c) teacher certification.

6.5 INFORMATION SHARING

6.5.1 When the DFNG exercises its Jurisdiction pursuant to 6.1.1, the DFNG and the GNWT shall discuss entering into agreements on information sharing, including information on Student enrollment and Student records.

6.6 CONFLICT OF LAWS

6.6.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

6.6.2 Notwithstanding 6.6.1, in the event of a Conflict of Laws between a DFNG Law made pursuant to 6.1.1b) and a NWT Law in relation to teacher certification, the NWT Law prevails to the extent of the conflict.

CHAPTER 7 EARLY CHILDHOOD EDUCATION

7.1 JURISDICTION

7.1.1 The DFNG has Jurisdiction within the Déline District with respect to the:

a) early childhood education and childcare of children who are under the age of six (6) years and who are not enrolled in kindergarten to grade 12;

b) licensing and regulation of facilities providing early childhood education and childcare; and

c) certification of early childhood educators and childcare providers.

7.1.2 DFNG Laws made pursuant to 7.1.1 shall ensure that early childhood education or childcare facilities are staffed by at least one person who meets the early childhood education or childcare provider certification requirements, if any, under NWT Law.

7.2 STANDARDS

7.2.1 DFNG Laws made pursuant to 7.1.1 shall provide for standards in relation to the health and safety of children receiving early childhood education or childcare that are compatible with NWT early childhood education and childcare core principles and objectives.

7.3 CONSULTATION

7.3.1 The GNWT shall Consult the DFNG when developing or amending NWT core principles and objectives referred to in 7.2.1.

7.4 CONFLICT OF LAWS

7.4.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 8 ADULT EDUCATION AND TRAINING

8.1 JURISDICTION

8.1.1 The DFNG has Jurisdiction within the Déline District with respect to:

a) Adult Education;

b) Training; and

c) Education Support Services.

8.1.2 The Jurisdiction set out in 8.1.1 does not include post secondary education.

8.2 AGREEMENTS

8.2.1 Where the DFNG establishes Education Support Services, the DFNG and the GNWT:

a) shall enter into negotiations to develop agreements to share information on persons receiving Education Support Services; and

b) may enter into agreements to harmonize and coordinate their Education Support Services.

8.3 CONFLICT OF LAWS

8.3.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 9 LOCAL SERVICES

9.1 JURISDICTION

9.1.1 The DFNG has Jurisdiction of a municipal nature in the Community of Déline with respect to:

a) the health, safety, and welfare of people and the protection of people and property;

b) people, activities and things in, on, or near a public place, or place that is open to the public, including the imposition of curfews;

c) public nuisances;

d) licensing of businesses, business activities, and persons engaged in business;

e) local transportation systems including, but not limited to, buses and taxis;

f) domestic animals and activities in relation to them;

g) programs, services, and facilities provided by or on behalf of the DFNG including, but not limited to, sewers, drainage systems, water distribution and supply, garbage and waste, ambulance services, and recreation;

h) unsightly property;

i) civic holidays;

j) community flag, crest and coat of arms;

k) community roads, but not including primary highways under the *Public Highways Act* (NWT);

l) the operation of All Terrain Vehicles, except on primary highways as defined under the *Public Highways Act* (NWT);

m) the purchase and acquisition of real property by the DFNG and the sale, lease, disposition, use, holding or development of DFNG real property;

n) land use planning, zoning and subdivision control; and

o) granting utility franchises.

9.1.2 The DFNG has Jurisdiction and Authority within the Community of Déline that are co-extensive with the Jurisdictions and Authorities of municipalities under NWT Law in relation to:

a) fire protection and prevention;

b) emergency preparedness and emergency measures;

c) motor vehicles; and

d) any other matter that may be provided for in NWT Law not addressed by the Jurisdictions in 9.1.1.

9.1.3 In exercising its Jurisdiction and Authority pursuant to 9.1.2, the DFNG shall perform those duties that are co-extensive with the duties of municipalities under NWT Law.

9.1.4 The Jurisdiction of the DFNG set out in 9.1.1 and 9.1.2 does not include:

a) establishing a land titles system;

b) consumer protection; and

c) regulation of utilities.

9.1.5 Prior to the Initialing Date, the Parties shall discuss the relationship of utility regulation in the Déline District and the DFNG's Jurisdiction with respect to granting utility franchises referred to in 9.1.1o).

9.1.6 Notwithstanding the geographic limit in 9.1.1 and 9.1.2, DFNG Laws made pursuant to 9.1.1 and 9.1.2 may apply, by agreement between the DFNG and the GNWT, outside the Community of Déline in order to facilitate the delivery of services.

9.2 STANDARDS

9.2.1 DFNG Laws made pursuant to 9.1.1 and 9.1.2 shall provide for standards consistent with standards established under NWT Laws that municipalities in the NWT are required to follow.

9.2.2 The GNWT shall confer with the DFNG prior to amending or creating NWT standards referred to in 9.2.1.

9.2.3 Prior to the Effective Date:

a) the GNWT shall identify the standards established under NWT Law referred to in 9.2.1;

b) the Parties shall agree on a process to evaluate the existing level of compliance with the standards identified in 9.2.3a) and may seek independent advice;

c) in the event that the process set out in 9.2.3b) identifies areas of non-compliance with standards, the appropriate mechanisms will be used to effect compliance; and

d) the GNWT shall advise the other Parties regarding progress towards compliance.

9.3 CONFLICT OF LAWS

9.3.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to 9.1.1 and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

9.3.2 In the event of a Conflict of Laws between a DFNG Law made pursuant to 9.1.2 and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the conflict.

CHAPTER 10 ADOPTION

10.1 JURISDICTION

10.1.1 The DFNG has Jurisdiction with respect to the adoption of children of:

a) DFN Citizens in the NWT; and

b) persons residing in the Déline District.

10.1.2 DFNG Laws made pursuant to 10.1.1:

a) shall apply only if the person or persons who have lawful custody of the Child to be adopted consent to the application of the DFNG Laws;

b) shall include standards for adoption which apply the principle of acting in the best interest of the child;

c) shall require the consent of the person or persons who have lawful custody of the Child to the adoption;

d) shall give the person or persons who have lawful custody of the Child to be adopted the opportunity, if practicable, to express a preference for the adoptive parents; and

e) may, if the birth parent or parents do not have lawful custody of the Child to be adopted, give the birth parent or parents the opportunity, if practicable, to express a preference for the adoptive parents.

10.2 INFORMATION SHARING

10.2.1 The DFNG shall provide copies of records of all adoptions occurring under DFNG Laws to the GNWT and Canada.

10.2.2 When the DFNG exercises Jurisdiction pursuant to 10.1.1, the DFNG and the GNWT shall negotiate towards reaching agreements on sharing information.

10.2.3 The agreements pursuant to 10.2.2 shall include:

a) how and to whom the DFNG shall provide copies of records of all adoptions occurring under DFNG Laws to the GNWT;

b) the criteria the GNWT shall use when deciding whether notice is to be given to the DFNG because a Child in the custody of the Director of Child and Family Services for the GNWT, or a successor to that position, may be a DFN Citizen; and

c) how and to whom the Director of Child and Family Services for the GNWT, or a successor to that position, shall:

i) notify the DFNG that the Director has lawful custody of a minor DFN Citizen, and

ii) provide any plan for the minor DFN Citizen's care that could result in an application to adopt that minor DFN Citizen and copies of the Director's Records with respect to that Child.

10.3 COURT PROCEEDINGS

10.3.1 DFNG Laws made pursuant to 10.1.1 may provide that a court of competent jurisdiction dispense with the consent required in 10.1.2c) if the court determines that to dispense with that consent would be in the best interests of the Child.

10.3.2 A person adopting a Child under DFNG Law may make application to the Supreme Court of the NWT to certify the adoption by way of an order, and upon proper application the Court shall certify the adoption.

10.4 CONFLICT OF LAWS

10.4.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 11 CHILD & FAMILY SERVICES

11.1 SPECIAL DEFINITIONS

11.1.1 Notwithstanding the definition of Child in Chapter 1, in this Chapter, "**Child**" or "**Children**" means a person or persons less than 16 years of age who ordinarily resides in the Déline District.

11.1.2 **In this chapter**

"Child and Family Services" means services provided for:

a) the protection of Children, where the primary objective is the safety and well-being of Children, having due regard for the protection from abuse, neglect and harm, or the threat of abuse, neglect or harm, and any need for intervention; and

b) the support of families and care givers to provide a safe environment and prevent abuse, neglect and harm, or the threat of abuse, neglect or harm, including:

i) the support of kinship ties and a Child's attachment to the extended family; and

ii) the promotion of a well-functioning family and community life.

"Child Protection Criteria" means the circumstances or conditions that will result in action being taken to protect a Child.

"Director" means the Director of Child and Family Services appointed pursuant to the *Child and Family Services Act (NWT)*.

"**Minister**" means the GNWT Minister responsible for Child and Family Services.

11.2 INTERIM AUTHORITY AND CAPACITY BUILDING: DÉLINE CHILD AND FAMILY SERVICES AGENCY

11.2.1 At the request of the DFNG, and provided that a DFNG Law made pursuant to 11.3.1 is not in force, the GNWT and the DFNG shall enter into negotiations toward reaching an agreement on:

a) the creation of a Déline Child and Family Services Agency;

b) the role of the Déline Child and Family Services Agency, including its powers and duties;

c) how Child and Family Services will be delivered in the Déline District;

d) qualifications and training for persons providing child protection services; and

e) any other matter agreed to by the DFNG and the GNWT.

11.2.2 A Déline Child and Family Services Agency created pursuant to 11.2.1a) shall have the ability to:

a) establish community standards for the protection and care of Children, that shall meet or exceed GNWT standards for the protection and care of Children;

b) establish certification requirements, that are in addition to GNWT certification requirements, for child protection workers; and

c) employ staff for the delivery of Child and Family Services.

11.2.3 Prior to the Effective Date, the Charter Community, or a not-for-profit corporate body of the Déline Dene Band or Déline Land Corporation may act in the capacity of the DFNG for the purposes of 11.2.1.

11.3 JURISDICTION

11.3.1 Subject to 11.3.2, 11.3.6, and 11.3.10, the DFNG has Jurisdiction in the Déline District with respect to Child and Family Services.

11.3.2 The Déline Child and Family Services Agency created pursuant to 11.2.1 shall have been in operation in the Déline District for a minimum of ten (10) consecutive years immediately prior to the date the initial DFNG Law made pursuant to 11.3.1 comes into force.

11.3.3 Notwithstanding 11.3.2, a DFNG Law pursuant to 11.3.1 may be enacted prior to the ten (10) consecutive years cited in 11.3.2, if the DFNG and the GNWT agree.

11.3.4 For greater certainty, the ten (10) consecutive years referred to in 11.3.2 may include the time the Charter Community or a not-for-profit corporate body of the Déline Dene Band and the Déline Land Corporation operates a Déline Child and Family Services Agency prior to the Effective Date.

11.3.5 The Déline Child and Family Services Agency created pursuant to 11.2.1 shall cease to exist upon the coming into force of a DFNG Law made pursuant to 11.3.1.

11.3.6 DFNG Laws made pursuant to 11.3.1 shall delegate to the Director the Authority to:

a) prepare and accept reports respecting Children who may be in need of protection;

b) investigate and resolve specific concerns raised in any reports;

c) investigate general concerns regarding the health and well-being of Children;

d) instruct actions that ensure the immediate safety of Children who may be in need of protection; and

e) instruct that:

i) a Child who is receiving Child and Family Services pursuant to a DFNG Law made pursuant to 11.3.1 be visited by an appropriately authorized person; and

ii) an appropriately authorized person inspect any Child care facility where a Child, who is receiving Child and Family Services pursuant to a DFNG Law made pursuant to 11.3.1, is placed.

11.3.7 The Authorities delegated to the Director pursuant to 11.3.6b), 11.3.6c), and 11.3.6d) shall be performed consistent with Child Protection Criteria set out in DFNG Law.

11.3.8 For greater certainty, the Authorities delegated to the Director pursuant to 11.3.6 shall not result in the Director having custody or guardianship of a Child.

11.3.9 The DFNG shall carry out the instructions of the Director flowing from the Authorities delegated pursuant to 11.3.6.

11.3.10 A DFNG Law made pursuant to 11.3.1 shall not come into force until the DFNG and the GNWT have entered into an agreement that:

a) delegates the Authorities described in 11.3.6 to the Director;

b) provides for protocols for protecting Children from abuse and harm and the threat of abuse and harm;

c) provides for the indemnification of the Director by the DFNG where the Director is acting pursuant to DFNG Law;

d) addresses:

i) co-operating on an inter-jurisdictional basis for the transfer of Children and the use of facilities both inside and outside the Déline District; and

ii) information exchange and management.

11.3.11 The DFNG shall Consult with the GNWT when developing or amending DFNG Laws pursuant to 11.3.1.

11.4 DFNG CHILD AND FAMILY SERVICES LAWS

11.4.1 DFNG Laws made pursuant to 11.3.1 shall:

a) include standards for the protection of Children;

b) apply the principle of acting in the best interests of the Child;

c) include Child Protection Criteria that are equivalent, in scope and application, to Child Protection Criteria established in NWT Laws from time to time;

d) provide for the custody and guardianship of Children in need of protection; and

e) provide for the appointment of an individual who will assume responsibilities for the custody and guardianship of Children.

11.4.2 Standards established by the DFNG in relation to Child and Family Services shall be compatible with NWT Child and Family Services core principles and objectives.

11.4.3 The GNWT shall develop and may amend, from time to time, the NWT Child and Family Services core principles and objectives.

11.4.4 The GNWT shall Consult with the DFNG when developing or amending NWT Child and Family Services core principles and objectives.

11.5 AGREEMENTS

11.5.1 Nothing in the FSGA precludes the DFNG from entering into agreements with the GNWT in relation to the provision of Child and Family Services.

11.5.2 The GNWT retains the right to represent the NWT in discussions with other territories, provinces or Canada on Child and Family Services, and to enter into agreements on behalf of the NWT with other territories, provinces or Canada with respect to Child and Family Services.

11.5.3 The DFNG may, by agreement between the DFNG and the GNWT, delegate the responsibilities of the Director found in 11.3.6.

11.6 COURT PROCEEDINGS

11.6.1 The DFNG has standing in any judicial proceedings where the protection of a child is in dispute and the court shall consider any relevant DFNG Laws in effect and any evidence and representations in respect of the customs of the Sahtu Dene and Métis of Déline in addition to any other matters which it is required by law to consider.

11.6.2 The participation of the DFNG in judicial proceedings referred to in 11.6.1, will be in accordance with the applicable rules of court and shall not affect the court's ability to control its process.

11.7 GNWT AUTHORITY

11.7.1 Where the DFNG has made laws pursuant to 11.3.1, and where the Director reasonably believes the ongoing and continuing ability of the DFNG to act in the best interests of Children who require or may require protection is compromised, the Director shall Consult with the DFNG on these beliefs and the Director and the DFNG shall attempt to resolve the Director's concerns.

11.7.2 Where Consultation pursuant to 11.7.1 does not resolve the Director's concerns, and where the Director continues to reasonably believe that the ongoing and continuing ability of the DFNG to act in the best interests of Children who require or may require protection is compromised, the Director shall advise the Minister of these concerns.

11.7.3 Based on the advice of the Director pursuant to 11.7.2, where the Minister reasonably believes the ongoing and continuing ability of the DFNG to act in the best interests of Children who require or may require protection is compromised, the Minister shall Consult with the DFNG on these beliefs and the Minister and the DFNG shall attempt to resolve the Minister's concerns.

11.7.4 Where the Consultations pursuant to 11.7.3 have not resolved the Minister's concerns, the GNWT may provide written notification to the other Parties of its continuing concerns.

11.7.5 Notwithstanding 11.8.1, where the GNWT has notified the other Parties of its continuing concerns referred to in 11.7.4, in the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a NWT Law, the NWT Law shall prevail to the extent of the conflict.

11.7.6 The notice referred to in 11.7.4 shall specify the NWT Laws, or provisions of NWT Laws, that shall prevail in a Conflict of Laws referred to in 11.7.5 that are, in the opinion of the Minister, necessary to address the concerns.

11.7.7 The GNWT shall notify the other Parties when the Minister's concerns referred to in 11.7.4 cease to exist.

11.7.8 Where the GNWT has provided notice to the other Parties pursuant to 11.7.7, the Conflict of Laws provisions pursuant to 11.7.5 no longer applies and the Conflict of Laws provisions pursuant to 11.8.1 shall take effect.

11.8 CONFLICT OF LAWS

11.8.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law shall prevail to the extent of the conflict.

CHAPTER 12 COMMUNITY LANDS

12.1 GENERAL

12.1.1 Prior to the Initialing Date, the Parties shall identify and create a list of Commissioner's lands and federal lands within the Community of Déline.

12.2 WORKING GROUP

12.2.1 Prior to the Initialing Date, the Parties shall establish a working group to make recommendations to the Parties that shall identify lands:

a) which can be transferred to the DFNG in accordance with a time-table to be agreed to by the Parties;

b) that Canada shall retain for environmental reasons or program and service needs; and

c) the Commissioner shall retain for environmental reasons or program and service needs.

12.2.2 Prior to the Initialing Date, the working group shall make recommendations to the Parties with respect to the ultimate disposition of lands described in 12.2.1b) and 12.2.1c).

12.3 EXPROPRIATION

12.3.1 Prior to the Initialing Date, the Parties shall discuss expropriation of interests in land within the Community of Déline.

CHAPTER 13 HEALTH

13.1 GENERAL

13.1.1 Prior to the Initialing Date, the Parties shall address what roles the DFNG may have in relation to the delivery of NWT health care programs and services in the Déline District.

13.1.2 Negotiations pursuant to 13.1.1 shall reflect the principle of maintaining the overall integrity of the NWT health care system.

13.1.3 As provided for in the FSGA, any role the DFNG may have pursuant to 13.1.1 shall be set out in agreements between the DFNG and the GNWT consistent with the FSGA.

13.1.4 Nothing in 13.1.3 precludes the Parties from setting out in the FSGA aspects of the DFNG's role in relation to the delivery of NWT health care programs and services.

13.1.5 Prior to the Initialing Date, the Parties shall negotiate what role the DFNG may have in relation to the delivery of federal aboriginal health programs and services.

13.1.6 Prior to the Initialing Date, the Parties agree to address the process for the integration, coordination and harmonization of the delivery of health care programs and services within the Déline District.

CHAPTER 14 SOCIAL HOUSING

14.1 JURISDICTION

14.1.1 The DFNG has Jurisdiction within the Déline District with respect to Social Housing.

14.1.2 The Jurisdiction of the DFNG set out in 14.1.1does not include:

a) landlord tenant relations;

b) building and construction codes; and

c) Social Housing programs provided by the GNWT or Canada.

14.2 STANDARDS

14.2.1 DFNG Laws made pursuant to 14.1.1 shall include standards in relation to:

a) equitable access;

b) portability of Social Housing benefits; and

c) households in need.

14.2.2 Standards established by the DFNG in relation to Social Housing shall be compatible with NWT Social Housing core principles and objectives.

14.2.3 The GNWT shall develop and may amend, from time to time, NWT Social Housing core principles and objectives.

14.3 AGREEMENTS

14.3.1 Nothing in the FSGA precludes the DFNG from entering into agreements with the GNWT and Canada in relation to Social Housing.

14.3.2 The GNWT retains the right to represent the NWT in discussions with other territories, provinces or Canada on Social Housing, and to enter into agreements on behalf of the NWT with other territories, provinces or Canada with respect to Social Housing.

14.4 CONSULTATION

14.4.1 The GNWT shall Consult with the DFNG when developing or amending NWT Social Housing core principles and objectives.

14.5 CONFLICT OF LAWS

14.5.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or a NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 15 INCOME SUPPORT

15.1 JURISDICTION

15.1.1 The DFNG has Jurisdiction with respect to Income Support for individuals who are in the Community of Déline.

15.1.2 The Jurisdiction of the DFNG set out in 15.1.1 does not include setting residency conditions in relation to being eligible for Income Support.

15.2 STANDARDS

15.2.1 DFNG Laws made pursuant to 15.1.1 shall include standards in relation to:

a) who is a person in need of Income Support;

b) confidentiality of Client records; and

c) conflict of interest for Income Support workers.

15.2.2 DFNG Income Support standards, including standards pursuant to 15.2.1, shall be compatible with NWT Income Support core principles and objectives.

15.2.3 The GNWT shall develop and may amend, from time to time, NWT Income Support core principles and objectives.

15.3 AGREEMENTS

15.3.1 Where the DFNG is providing Income Support to Clients in the Community of Déline pursuant to 15.1.1, the DFNG and the GNWT shall enter into negotiations towards reaching agreements for the exchange of information regarding those Clients.

15.3.2 The GNWT retains the right to represent the NWT in discussions with other territories, provinces or Canada on Income Support, and to enter into agreements on behalf of the NWT with other territories, provinces or Canada with respect to Income Support.

15.4 CONSULTATION

15.4.1 The GNWT shall Consult the DFNG when developing or amending NWT Income Support core principles and objectives.

15.5 CONFLICT OF LAWS

15.5.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 16 JUSTICE

16.1 JUSTICE COUNCIL

16.1.1 The DFNG shall provide for the independence of the Justice Council when exercising its Jurisdiction under 4.1.1 and 3.5.1 in relation to the election, functions, compensation, accountability and financial management of the Justice Council.

16.1.2 DFNG Law may provide that the Justice Council:

a) performs such dispute resolution functions as set out in 16.6; and

b) hears appeals or conducts rehearings as set out in 16.10.1.

16.2 ENFORCEMENT

16.2.1 DFNG Laws may provide for:

a) the appointment of officers to enforce DFNG Laws; and

b) powers of enforcement equivalent to those provided by NWT Law or Federal Law for officers enforcing similar laws in the NWT.

16.3 SANCTIONS

16.3.1 The Jurisdictions of the DFNG set out in the FSGA include the Jurisdiction to provide for the establishment of offences punishable on summary conviction.

16.3.2 A DFNG Law may not provide for the imposition of a fine or term of imprisonment greater than the general limit provided in:

a) the *Criminal Code* for summary conviction offences for which no specific punishment is provided; or

b) NWT Law for summary conviction offences for which no specific punishment is provided,

whichever is greater.

16.3.3 DFNG Laws may provide other sanctions that are consistent with the culture and values of the Déline Sahtu Dene and Métis, provided that such sanctions shall not be imposed on an offender without his or her consent. Where a victim's participation is required for the sanction to be carried out, the victim's consent shall be required.

16.4 ALTERNATIVE MEASURES

16.4.1 The DFNG may establish:

a) alternative measures programs similar to those provided for in the *Criminal Code*; and

b) extra-judicial measures similar to those provided for in the *Youth Criminal Justice Act*,

to deal with persons accused of offences created under DFNG Laws.

16.4.2 The Parties may enter into discussions for the participation of the DFNG in the delivery of pre-charge and post-charge alternative measures programs or extra-judicial measures pursuant to 16.4.1.

16.5 PROSECUTIONS

16.5.1 The DFNG is responsible for the prosecution of violations of a DFNG Law and the conduct of other matters arising out of a DFNG Law before the courts of the NWT.

16.5.2 The DFNG may appoint persons responsible for the prosecution of violations of DFNG Laws and shall ensure that the prosecutorial services are consistent with standards for the prosecution of similar types of offences in Canada.

16.6 ALTERNATIVE DISPUTE RESOLUTION

16.6.1 The DFNG may provide alternative dispute resolution services, including those relying on traditional methods and approaches, as an alternative to litigation in civil matters, on condition that the parties to the dispute agree to use those services and agree to be bound by any remedy or outcome reached as a result of using those services.

16.6.2 Nothing provided in 16.6.1 restricts the right of any person to resolve a dispute through the courts.

16.6.3 Nothing in the FSGA precludes a dispute resolution service provided by or for the DFNG from being an extra-judicial procedure as contemplated by Part 19 of the Rules of the Supreme Court of the NWT as of November 2002.

16.7 TERRITORIAL COURT

16.7.1 The Territorial Court shall hear and determine civil matters arising under DFNG Law if the matter would otherwise have been within the jurisdiction of the Territorial Court under Federal Law or NWT Law.

16.7.2 The Territorial Court or a Justice of the Peace shall hear and determine violations of DFNG Law if the matter would otherwise have been within the jurisdiction of the Territorial Court or a Justice of the Peace, as the case may be, under Federal Law or NWT Law.

16.7.3 Any proceeding under 16.7 shall follow the procedures of the Territorial Court.

16.8 SUPREME COURT OF THE NWT

16.8.1 The Supreme Court of the NWT shall hear appeals of decisions of the Territorial Court or Justices of the Peace in relation to DFNG Laws.

16.8.2 The Supreme Court of the NWT shall hear and determine:

a) civil matters arising under DFNG Law; and

b) challenges to DFNG Law,

if the matter would otherwise have been within the jurisdiction of the Supreme Court of the NWT under Federal Law or NWT Law.

16.8.3 In addition to any other remedy available to it, the DFNG may enforce a DFNG Law by applying to the Supreme Court of the NWT for an injunction in accordance with the Rules of the Supreme Court.

16.8.4 Any proceeding under 16.8 shall follow the Rules of the Supreme Court of the NWT.

16.9 ADMINISTERING SANCTIONS

16.9.1 The GNWT is responsible for administering fines or terms of probation and imprisonment imposed by the Territorial Court or the Supreme Court of the NWT for violations of DFNG Laws in the same manner as those imposed under Federal Laws and NWT Laws.

16.9.2 The DFNG is responsible for administering sanctions created under 16.3.3.

16.10 APPEAL, REHEARING AND REVIEW OF ADMINISTRATIVE DECISIONS

16.10.1 DFNG Laws:

a) shall provide for a right of appeal, or right to seek a rehearing, to individuals who are affected by administrative decisions of the DFNG and Institutions of the DFNG made pursuant to DFNG Laws; and

b) may establish the appropriate appeal and rehearing procedures and mechanisms.

16.10.2 The Supreme Court of the NWT shall hear applications for judicial review of the decisions of the DFNG or Institutions of the DFNG, provided no application for judicial review may be brought until all applicable appeal and rehearing mechanisms established by DFNG Laws have been exhausted.

CHAPTER 17 LANGUAGE, CULTURE AND SPIRITUALITY

17.1 JURISDICTION [2]

17.1.1 The DFNG has Jurisdiction in the Déline District with respect to:

a) the language and culture of the Déline Sahtu Dene and Métis, including their preservation, protection, development and promotion;

b) the spiritual practices, customs and traditions of the Déline Sahtu Dene and Métis, including their preservation, protection, development and promotion;

c) education in relation to the Déline Sahtu Dene and Métis language, culture, heritage, and spiritual practices, customs and traditions;

d) certification of educators and experts of the Déline Sahtu Dene and Métis language, culture, laws, heritage, and spiritual practices, customs and traditions;

e) regulation of persons certified pursuant 17.1.1d);

f) traditional Déline Sahtu Dene and Métis healing services;

g) training of persons providing traditional Déline Sahtu Dene and Métis healing services; and

h) the regulation and certification of persons providing traditional Aboriginal healing services.

17.1.2 The Jurisdiction in 17.1.1 does not include:

a) official languages of Canada or the NWT;

b) regulation of medical or health practices or practitioners who require licencing or certification under Federal Law or NWT Law; and

c) regulation of products or substances that are regulated pursuant to Federal Law or NWT Law.

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[2] Prior to the Initialing Date, the Parties agree to address heritage and whether to include provisions in the FSGA that are consistent with the SDMCLCA relating to Déline Sahtu Dene and Métis heritage resources.

17.2 CONFLICT OF LAWS

17.2.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 18 LIQUOR

18.1 JURISDICTION

18.1.1 The DFNG has Jurisdiction with respect to the prohibition or control of the sale, exchange, possession, or consumption of Liquor in the Community of Déline.

18.1.2 The Jurisdiction of the DFNG set out in 18.1.1 does not include:

a) manufacturing Liquor;

b) importing Liquor into the NWT;

c) the distribution of Liquor within the NWT; and

d) exporting Liquor.

18.2 CONFLICT OF LAWS

18.2.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the DFNG Law prevails to the extent of the conflict.

CHAPTER 19 MARRIAGE

19.1 JURISDICTION

19.1.1 The DFNG has Jurisdiction in the Déline District with respect to the solemnization of marriage, including:

a) the appointment of persons who may perform marriages;

b) establishing a registry of persons authorized to perform marriages;

c) setting the rights, duties and responsibilities of persons permitted to perform marriages;

d) authorizing the form of marriage licences and marriage certificates;

e) appointing the issuers of marriage licences and marriage certificates; and

f) setting fees and requirements for a marriage licence.

19.1.2 Where the DFNG exercises its Jurisdiction pursuant to 19.1.1, it shall establish and maintain a registry of marriages.

19.1.3 The DFNG has Jurisdiction in the Déline District with respect to the substantive aspects of marriage to the extent that DFNG Law imposes requirements not less than those requirements imposed by Federal Law or common law.

19.2 VALIDITY

19.2.1 The GNWT and Canada shall recognize the marriage of any person who has met the requirements of the solemnization of marriage under DFNG Law.

19.2.2 The DFNG shall recognize the marriage of any person who has met the requirements of the marriage law of the jurisdiction where the solemnization of the marriage takes place.

19.3 INFORMATION SHARING

19.3.1 The DFNG shall provide records of all marriages occurring under DFNG Laws to the GNWT.

19.4 CONFLICT OF LAWS

19.4.1 In the event of a Conflict of Laws between a DFNG Law made pursuant to this chapter and a Federal Law or NWT Law, the Federal Law or NWT Law prevails to the extent of the conflict.

CHAPTER 20 REVIEW AND AMENDMENT

20.1 PERIODIC REVIEW

20.1.1 The Parties shall on the seventh anniversary of the coming into force of the FSGA and every tenth year thereafter, or at such longer time as the Parties may agree, conduct a periodic review of the FSGA.

20.1.2 Prior to the anniversary date of each periodic review, the Parties shall:

a) identify in writing to the other Parties the subject matters it proposes for the periodic review;

b) identify in writing to the other Parties its representative to the periodic review committee;

c) form a periodic review committee made up of a representative of each of the Parties; and

d) set a time frame for the periodic review process.

20.1.3 The Parties shall participate in good faith in the conduct of the periodic review.

20.1.4 The periodic review committee shall analyze the issues raised by the Parties and prepare a written report.

20.1.5 The report shall contain an analysis of the issues raised and may contain recommendations for amendment to the FSGA. A report may contain minority recommendations.

20.1.6 Within six (6) months of the receipt of the report, each Party shall provide a written response, with reasons, to the other Parties.

20.1.7 The Parties shall meet to discuss the report and their respective responses within sixty (60) days of the receipt of the last Party's response.

20.1.8 The recommendations made in the periodic review and the responses provided by the Parties do not create legally binding rights and obligations and are not subject to the dispute resolution process or to review by any court.

20.2 REQUESTED REVIEW

20.2.1 Notwithstanding 20.1.1, a Party may request a review of any part of the FSGA by notice in writing to the other Parties stating the part of the FSGA proposed to be reviewed. The notice shall include the reasons for requesting the review and may include proposed amendments to the FSGA.

20.2.2 The Parties shall give full and fair consideration to a request for review and shall not unreasonably refuse the request.

20.2.3 The Parties shall respond to the other Parties with respect to the request for review in writing, with reasons, within ninety (90) days of the date of the request.

20.2.4 A requested review shall only be conducted with the agreement and the participation of the Parties and shall be concluded within twelve (12) months of its commencement.

20.2.5 Where the Parties agree to conduct a requested review, they shall, within sixty (60) days of agreeing to the review, each nominate one representative to a review working group.

20.2.6 The review working group shall:

a) be deemed to commence the requested review upon its formation; and

b) prepare a report within six (6) months of the commencement of the requested review, unless the Parties agree to an extension of time.

20.2.7 The report of the review working group may include:

a) recommendations for amendment of the FSGA; and

b) minority recommendations.

20.2.8 Each of the Parties shall respond in writing to the other Parties with respect to any recommendations of the working group within the twelve (12) month period referred to in 20.2.4.

20.2.9 The Parties shall meet to discuss the report and their respective responses within sixty (60) days of the receipt of the last Party's response.

20.2.10 The recommendations made in the requested review and the responses provided by the Parties do not create legally binding rights and obligations and are not subject to the dispute resolution process or to review by any court.

20.2.11 Each Party shall pay its own costs of a requested review.

20.3 AMENDMENT

20.3.1 The Parties may agree, in writing, to amend the FSGA.

20.3.2 Any amendment shall require the consent of the Parties and as soon as reasonably practicable:

a) Canada shall give its consent by an order of the Governor in Council;

b) the GNWT shall give its consent by an order of the Commissioner in Executive Council; and,

c) the DFNG shall give its consent by the means provided for in DFNG Law and the DFN Constitution.

20.3.3 If federal, NWT or DFNG legislation is required to give effect to an amendment to the FSGA, Canada, the GNWT or the DFNG, as the case may be, shall recommend the necessary legislation to Parliame: , the Legislative Assembly and the Main Council and the amendment takes effect when the last required legislation comes into force.

20.3.4 Where an amendment to the FSGA does not require legislation, the amendment takes effect on a date agreed to by the Parties, but if no date is set, on the date that the last Party required to consent to the amendment gives its consent.

CHAPTER 21 DISPUTE RESOLUTION

21.1 GENERAL

21.1.1 Prior to invoking the dispute resolution process set out in this chapter, the Parties shall, in good faith, attempt to resolve disputes arising out of the interpretation, application or implementation of the FSGA.

21.1.2 If the Parties are unable to resolve the dispute referred to in 21.1.1, they shall use this dispute resolution process.

21.1.3 Where this dispute resolution process applies, no other mediation or arbitration process provided by law may be invoked.

21.1.4 Negotiations, mediation sessions and arbitration hearings shall be held in Déline or Yellowknife, unless the Participants otherwise agree.

21.1.5 A Party who is not a Participant is entitled to copies of all correspondence concerning the dispute between the Participants.

21.1.6 Any agreement made pursuant to this chapter shall be subject to NWT Law.

21.2 NOTICE

21.2.1 Any notice required pursuant to this chapter shall be transmitted by fax.

21.3 COMMENCING LITIGATION

21.3.1 No Party shall commence litigation or make an application to a court in respect of a dispute arising out of the interpretation, application or implementation of the FSGA without first complying with the negotiation and mediation processes set out in this chapter.

21.3.2 Prior to commencing litigation referred to in 21.3.1, a Party shall provide thirty (30) days written notice to the other Parties.

21.3.3 Notwithstanding 21.3.1 and 21.3.2, a Party may commence litigation or make an application to a court to:

a) prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or

b) obtain interlocutory or interim relief that is otherwise available.

21.4 INVOKING THE PROCESS

21.4.1 A Party may invoke this dispute resolution process with written notice to the other Parties.

21.4.2 The notice referred to in 21.4.1 shall:

a) identify with which of the Parties the dispute arises; and

b) include a brief statement of the nature of the dispute.

21.4.3 Each Party named in 21.4.2a) thereupon becomes a Participant and shall, within thirty (30) days of the receipt of the notice referred to in 21.4.1, identify to the other Participants the name of its representative.

21.5 NEGOTIATION

21.5.1 The representatives identified in 21.4.3 shall meet within sixty (60) days of the receipt of the notice referred to in 21.4.1and, in good faith, enter into negotiations towards resolving the dispute.

21.5.2 If the dispute is not settled through the negotiations referred to in 21.5.1 within ninety (90) days of receipt of the notice referred to in 21.4.1, any Participant may refer the dispute to mediation pursuant to 21.6 by written notice, that includes a brief statement of the issues, to the other Participants.

21.6 MEDIATION

21.6.1 The Parties shall establish and maintain a roster of mediators acceptable to the Parties.

21.6.2 The Participants shall attempt to agree on a mediator from the roster within twenty (20) days of receipt of notice referred to in 21.5.2.

21.6.3 Where the Participants agree upon a mediator, the mediation shall commence within thirty (30) days of the appointment of the mediator.

21.6.4 The Participants may agree that the mediation be conducted by more than one mediator.

21.6.5 Where the Participants have not agreed on a mediator or no acceptable mediator is available within the time frames referred to in 21.6.2 and 21.6.3, the Participants may agree on a mediator not on the roster, and thereafter failing agreement, may apply for a mediator to be appointed by the Supreme Court of the NWT.

21.6.6 A Party who is not a Participant shall upon application to the mediator become a Participant.

21.6.7 Where a dispute is referred to mediation, the Participants shall:

a) participate in good faith in the mediation process;

b) each name representatives who shall have:

i) the authority to settle the dispute, or

ii) direct access to a person with the authority to settle the dispute;

c) meet with the mediator at a time and place set by the mediator;

d) bear their own costs of the mediation and, unless otherwise agreed, share equally all other costs of the mediation; and

e) attend the mediation for at least four (4) hours.

21.6.8 Unless the Participants otherwise agree, the mediation shall conclude thirty (30) days from the initial meeting of the Participants with the mediator.

21.6.9 The mediator shall issue a report, within seven (7) days of the conclusion of the mediation, which states only whether the dispute was settled or not.

21.6.10 If the dispute is not settled, the Participants may, with the written consent of each of the Participants, refer the issues in dispute to arbitration.

21.7 ARBITRATION

21.7.1 The Parties shall establish and maintain a roster of arbitrators acceptable to the Parties.

21.7.2 The Participants shall attempt to agree on an arbitrator from the roster within twenty (20) days of the referral to arbitration pursuant to 21.6.10.

21.7.3 Where the Participants agree upon an arbitrator, the arbitration shall commence within thirty (30) days of the appointment of the arbitrator.

21.7.4 Where the Participants have not agreed on an arbitrator or no acceptable arbitrator is available within the time frames referred to in 21.7.2 and 21.7.3, the Participants may agree on an arbitrator not on the roster, and thereafter failing agreement, may apply for an arbitrator to be appointed by the Supreme Court of the NWT.

21.7.5 The Participants may agree to ask the mediator selected or appointed under 21.6 to act as the arbitrator.

21.7.6 A Party who is not a Participant shall upon application to the arbitrator become a Participant.

21.7.7 An arbitrator may not question the validity of, amend or delete any provision of the FSGA.

21.7.8 The dispute shall be resolved by a single arbitrator who, unless the Participants otherwise agree:

a) shall decide the process and procedures for the arbitration;

b) shall decide the issues submitted to arbitration;

c) shall determine questions of law or jurisdiction and may refer these questions to the Supreme Court of the NWT;

d) shall determine all questions of fact and of procedure, including the method of giving evidence;

e) may provide interim relief;

f) may provide for the payment of interest and costs;

g) may subpoena witnesses and order production of documents;

h) shall administer oaths or affirmations to witnesses; and

i) shall correct clerical errors in orders and arbitration awards.

21.7.9 The arbitrator shall make a written decision, including reasons and a recital of the facts upon which the decision is based, within thirty (30) days of the termination of the arbitration hearings, unless the Participants agree to an extension of time.

21.7.10 The decision of the arbitrator is final and binding on the Participants and shall not be challenged by appeal or review in any court except on the ground that the arbitrator erred in law or exceeded his or her jurisdiction.

21.7.11 The Supreme Court of the NWT shall have exclusive jurisdiction to hear an appeal or an application for a review of the arbitrator's decision on the grounds set out in 21.7.10.

21.7.12 Unless otherwise agreed by the Participants or ordered by the arbitrator, each party shall bear its own costs of the arbitration and an equal share of the other costs of the arbitration.

21.7.13 A Participant may, after the expiration of fourteen (14) days from the date of the release of an arbitration decision, award or order, or from the date set by the arbitrator for compliance, whichever is the later, file in the Registry of the Supreme Court of the NWT a copy of the decision, award or order and it shall be entered as if it were a decision or order of that Court and on being entered shall be deemed, for all purposes except an appeal from the decision, award or order, to be an order of the Supreme Court of the NWT and enforceable as such.

21.7.14 The record of an arbitration process is admissible as evidence in court.

21.8 INTERVENORS

21.8.1 An arbitrator may allow any person that is not a Participant, on application and on such terms as the arbitrator may order, to participate, as an intervenor, in an arbitration if, in the opinion of the arbitrator, the interests of that person may be directly affected by the dispute.

21.8.2 An intervenor added pursuant to 21.8.1 shall bear its own costs of participation and shall be bound by the provisions regarding costs and confidentiality set out in this chapter.

21.9 WITHDRAWAL AND SETTLEMENT

21.9.1 At any time in this dispute resolution process and before an award is issued by an arbitrator:

a) the Participant initiating the dispute resolution process may withdraw the matter by written notice to the other Participants, intervenors, and the mediator or the arbitrator, as the case may be; or

b) the Participants may settle their dispute in which case the process is concluded.

21.9.2 Where a matter is withdrawn pursuant to 21.9.1a), the issue of costs, in the absence of an agreement on costs among the Participants and intervenors, shall be referred to arbitration.

21.9.3 Where a matter is settled pursuant to 21.9.1b), the issue of the costs incurred by the Participants and intervenors may be referred to the dispute resolution process.

21.10 CONFIDENTIALITY OF INFORMATION

21.10.1 Unless the Participants otherwise agree, information disclosed in negotiation or mediation and information disclosed pursuant to 21.1.5 shall be kept confidential by:

a) the Participants;

b) the mediator; and

c) a Party.

21.10.2 The disclosure of information by a Participant in negotiation or mediation is not a waiver of any privilege by that Participant for purposes of any court process.

21.10.3 All negotiation and mediation efforts are conducted without prejudice to the rights and claims of any Participant.

21.10.4 All documents prepared for negotiation or mediation are privileged for the purposes of any court process.

21.10.5 The notes or other personal materials of a mediator and an arbitrator are not admissible as evidence in any court process.

21.10.6 A mediator or an arbitrator:

a) shall not be called to give evidence in any court process; and

b) is not a compellable witness.

CHAPTER 22 FINANCIAL PRINCIPLES

22.1 GENERAL

22.1.1 Prior to the Initialing Date, the Parties shall:

a) negotiate an FTA which shall include the terms and conditions by which funding is to be provided to establish the DFNG;

b) agree on:

i) a methodology for calculating incremental costs,

ii) the amount of those costs,

iii) the responsibility for paying those costs, and

iv) a methodology for determining an annual base level of Canada and GNWT funding for the purpose of calculating the initial FTA;

c) address extraordinary or emergency funding procedures relating to FTAs; and

d) address how FTAs shall reflect the principle referred to in 22.1.3.

22.1.2 FTAs shall:

a) be negotiated on a government-to-government basis;

b) be for a term of five (5) years, or such shorter term as the Parties may agree; and

c) include the terms and conditions by which funding is to be provided to the DFNG.

22.1.3 FTAs shall reflect the principle of reasonably comparable levels of programs and services to the public in comparison to other communities in the NWT.

22.1.4 In negotiating FTAs, the Parties shall take into account:

a) the desirability of reasonably stable, predictable and flexible funding arrangements;

b) the Jurisdictions, Authorities, obligations, programs and services assumed, or to be assumed, by the DFNG during the term of an FTA;

c) the efficiency and cost-effectiveness of the proposed arrangements, including issues related to the size, location, demographic characteristics and accessibility of Déline;

d) the cost of services in Déline;

e) the existing levels of support provided by Canada and the GNWT to Déline;

f) the agreed upon costs to operate the DFNG;

g) the provision of reasonable funding for the DFNG to participate in periodic reviews referred to in 20.1;

h) the DFNG's own source revenue capacity as determined under an own source revenue agreement among the Parties;

i) the ability of the GNWT to act as an effective territorial government, including the ability to:

i) continue to deliver its programs and services to all residents of the NWT, and

ii) effect economic and fiscal policies on a territory-wide basis;

j) the ability of the DFNG to act as an effective government, including the ability to:

i) deliver the programs and services flowing from the Jurisdictions and Authorities exercised by the DFNG, and

ii) effect economic and fiscal policies within the scope of its Jurisdictions and Authorities in the Déline District;

k) any other matter as the Parties may agree.

22.1.5 An FTA shall include:

a) the manner in which funding levels may be adjusted during the term of the FTA;

b) procedures for negotiating subsequent FTAs;

c) procedures for negotiating funding associated with the Jurisdictions and Authorities which the DFNG assumes during the term of an FTA;

d) funding levels for the DFNG and payment procedures;

e) dispute resolution procedures applicable to disputes arising out of the interpretation and application of an FTA;

f) provisions for the exchange of information;

g) accountability, including transparency and disclosure; and

h) any other matters as the Parties may agree.

22.2 STATUS OF FTAs AND FINANCIAL OBLIGATIONS

22.2.1 An FTA shall:

a) constitute a binding contract among the Parties;

b) be attached to, but not form part of, the FSGA; and

c) not be a treaty within the meaning of the *Constitution Act, 1982*.

22.2.2 The exercise by the DFNG of Jurisdiction or Authority pursuant to the FSGA shall not create or imply any funding or financial obligation for Canada or the GNWT.

22.2.3 Unless an FTA expressly states that an existing financial obligation of Canada or the GNWT forms part of that FTA, the existing financial obligations of Canada and the GNWT shall continue subject to their terms and conditions.

22.2.4 Any financial obligation which a Party assumes under an FTA is subject to the appropriation of funds for that purpose in the case of:

a) Canada, by the Parliament of Canada;

b) the GNWT, by the Legislative Assembly of the NWT; and

c) the DFNG, by the Main Council.

22.3 OWN SOURCE REVENUE

22.3.1 Prior to the Initialing Date, the Parties shall:

a) negotiate an own source revenue agreement for the DFNG;

b) determine and agree upon a system of data collection, information exchange and the measurement of DFNG own source revenue capacity; and

c) address the principle that DFNG own source revenues will not be considered in negotiating the first FTA.

22.3.2 In negotiating the second and subsequent FTAs, the DFNG's own source revenue capacity shall be taken into account at a rate of less than 1:1, and may be phased in on an incremental and staged basis over an agreed upon period of time.

22.4 RENEWAL OF FTAs

22.4.1 The Parties shall commence the negotiations for the renewal of an FTA at least one (1) year prior to its expiration.

22.4.2 If the Parties do not reach agreement on a new FTA by the expiry date of an existing FTA the existing FTA shall continue in effect for:

a) one (1) year from its original expiry date; or

b) any additional period that the Parties may agree while they attempt to reach agreement on a new FTA.

22.4.3 The new FTA shall come into force immediately after the expiration of the previous FTA and shall expire on March 31st of the fifth year of the new FTA or on such other date as the Parties may agree.

CHAPTER 23 IMPLEMENTATION PRINCIPLES

23.1 GENERAL

23.1.1 Prior to the Initialing Date, the Parties shall:

a) prepare an Implementation Plan that shall:

i) describe implementation activities arising from the obligations set out in the FSGA,

ii) list activities anticipated to fulfil those obligations and the Parties responsible for undertaking those activities,

iii) set anticipated time lines for completion of the activities,

iv) develop a communication plan with respect to the implementation of the FSGA,

v) contain guidelines for the operation of an implementation committee established under this chapter,

vi) specify how the Implementation Plan is to be amended, renewed or extended,

vii) define a process to determine when the identified obligations have been fulfilled and activities completed, and

viii) address any other matter as the Parties may agree; and

b) address the financial capacity of the DFNG to participate in the implementation committee.

23.2 TERM OF THE IMPLEMENTATION PLAN

23.2.1 The Implementation Plan shall take effect on the Effective Date and have a term of ten (10) years, or such other term as the Parties may agree.

23.3 STATUS OF THE IMPLEMENTATION PLAN

23.3.1 The Implementation Plan:

a) shall be attached to, but does not form part of, the FSGA;

b) does not create legal obligations, unless the Parties otherwise agree;

c) does not alter any rights or obligations set out in the FSGA;

d) is not to be used to interpret the FSGA; and

e) is not a treaty or a land claims agreement within the meaning of the *Constitution Act, 1982*.

23.4 IMPLEMENTATION COMMITTEE

23.4.1 The Parties shall:

a) establish an implementation committee within thirty (30) days following ratification of the FSGA; and

b) each appoint one (1) representative to the implementation committee.

23.4.2 The implementation committee shall:

a) make decisions with the unanimous agreement of all representatives;

b) monitor the implementation of the FSGA and the Implementation Plan;

c) provide information and advice to the Parties;

d) facilitate and promote negotiated resolutions of disputes related to the implementation of the FSGA without in any way abrogating, derogating from or postponing the provisions of Chapter 21;

e) to the extent authorized by the Implementation Plan:

i) make amendments to the Implementation Plan,

ii) reallocate resources in the Implementation Plan, and

iii) make recommendations for amendments to the FSGA; and

f) conduct any other activity as the Parties may agree.

23.4.3 Nothing in the FSGA shall authorise the implementation committee to oversee or direct the DFNG, the GNWT or Canada in the exercise of their Jurisdiction or the delivery of their programs and services.

CHAPTER 24 TRANSITION

24.1 GENERAL

24.1.1 On the Effective Date the:

a) Déline Dene Band shall cease to exist;

b) Charter Community shall cease to exist; and

c) DFNG shall come into existence.

24.2 PRE-EFFECTIVE DATE ACTIVITIES [3]

24.2.1 After approval of this AIP and before the Initialing Date, the Parties shall agree upon a plan identifying activities to be completed prior to the Effective Date so that the DFNG will have the capacity to operate on the Effective Date.

24.2.2 Prior to the Initialing Date, the Parties shall arrange for a due diligence assessment of the assets and liabilities of the Charter Community and the Déline Dene Band in a manner to be determined by the Parties.

24.2.3 The results of the assessment pursuant to 24.2.2 shall inform the discussions and decisions with respect to the transfer of assets and liabilities contemplated by 24.4.

24.2.4 Prior to the Initialing Date, the Parties shall address the financial capacity of the Déline Land Corporation to participate in implementation of the pre-Effective Date plan to 24.2.1.

24.3 RESOLUTIONS AND BY-LAWS

24.3.1 Band Council Resolutions passed by the Déline Dene Band which are in force on the Effective Date shall remain in effect until revoked or replaced by DFNG Law.

24.3.2 By-laws made by the Charter Community shall be deemed to be laws of the DFNG until repealed or replaced by DFNG Law.

[3] This section will not appear in the FSGA.

24.4 ASSETS AND LIABILITIES

24.4.1 On the Effective Date the rights, titles, interests, assets, obligations and liabilities of the Déline Dene Band, including any Indian Monies held by Canada for the use and benefit of the members of the Déline Dene Band, shall vest in the DFNG.

24.4.2 On the Effective Date the rights, titles, interests, assets, obligations and liabilities of the Charter Community shall vest in the DFNG.

24.4.3 The FSGA shall not prejudice any claims or grievances the Déline Dene Band or Charter Community may have against Canada or the GNWT for matters that existed or arose prior to the Effective Date.

24.4.4 Nothing in 24.4.3 constitutes an admission by Canada or the GNWT of the validity of any claims or grievances of the Déline Dene Band or of the Charter Community for matters that may have existed or arose prior to the Effective Date.

24.4.5 As the successor government to the Déline Dene Band and Charter Community, the DFNG may pursue any claims or grievances of and defend any claims or grievances against the Charter Community and Déline Dene Band for matters that existed or arose prior to the Effective Date.

CHAPTER 25 RATIFICATION

25.1 GENERAL

25.1.1 After the Initialing Date, the FSGA shall be submitted by the chief negotiators to their principals for ratification in accordance with this chapter.

25.2 DFN CONSTITUTION

25.2.1 On or before the date the FSGA is submitted for a ratification vote pursuant to 25.3.1, the DFN Constitution shall be approved by the members of the Déline Dene Band and the Déline Land Corporation.

25.3 RATIFICATION BY THE DÉLINE DENE BAND AND DÉLINE LAND CORPORATION

25.3.1 Ratification of the FSGA by the Déline Dene Band and Déline Land Corporation shall consist of:

a) approval by a X% of the eligible voters of the Déline Dene Band and the Déline Land Corporation through a ratification vote held in accordance with this chapter;

b) the signing of the FSGA by the ?Ehkw'atidé of the Déline Dene Band as authorized through the ratification vote; and

c) the signing of the FSGA by the President of the Déline Land Corporation as authorized through the ratification vote.

25.4 RATIFICATION BY THE GNWT

25.4.1 Ratification of the FSGA by the GNWT shall consist of:

a) approval of the FSGA by the Executive Council of the GNWT;

b) signing of the FSGA by a Minister authorized by the Executive Council of the GNWT; and

c) the coming into force of NWT implementing legislation.

25.4.2 The GNWT shall, as soon as possible after ratification pursuant to 25.3.1, recommend to the Legislative Assembly that the FSGA be approved, given effect and declared valid by NWT implementing legislation referred to in 25.4.1.

25.5 RATIFICATION BY CANADA

25.5.1 Ratification of the FSGA by Canada shall consist of:

a) approval of the FSGA by Governor-in-Council;

b) signing of the FSGA by the Minister authorized by Cabinet; and

c) the coming into force of federal implementing legislation.

25.5.2 Canada shall, as soon as possible after ratification pursuant to 25.3.1, recommend to Parliament that the FSGA be approved, given effect and declared valid by federal implementing legislation referred to in 25.5.1.

25.6 RATIFICATION COMMITTEE

25.6.1 A ratification committee shall be established with responsibility for conducting the ratification process for the Déline Dene Band and Déline Land Corporation.

25.6.2 The ratification committee shall be composed of:

a) 2 persons appointed by the Déline Dene Band;

b) 2 persons appointed by the Déline Land Corporation;

c) 2 persons appointed by the Minister of Indian Affairs and Northern Development; and

d) 2 persons appointed by the Minister of Aboriginal Affairs.

25.6.3 The ratification committee shall determine its own procedures and rules which shall be in accordance with the principles of natural justice.

25.6.4 The ratification committee shall prepare a budget, subject to review and approval by Canada and the GNWT.

25.6.5 The approved expenses of the ratification committee shall be a charge on Canada and the GNWT.

25.7 PRELIMINARY VOTERS LIST

25.7.1 The ratification committee shall:

a) prepare a preliminary list of eligible voters, namely of every person who:

i) is eligible to be enrolled as a DFN Citizen in accordance with Chapter 5, and

ii) will be at least eighteen (18) years of age before the final day of the vote.

b) set the date by which appeals under 25.8.1 must be made, which shall be at least forty five (45) days after the publication of the preliminary voters list, and specify that date on that list; and

c) publish the preliminary voters list, at least one hundred and fifty (150) days prior to the ratification date, in the Community of Déline and in Yellowknife.

25.8 APPEALS

25.8.1 An appeal, in writing, may be made to the ratification committee within the period set pursuant to 25.7.1b), by a person whose name is:

a) not on the preliminary voters list to have that person's name included in the official voters list;

b) on the preliminary voters list to prevent the name of another person being included in the official voters list on the basis of ineligibility; and

c) on the preliminary voters list to prevent that person's name from being included in the official voters list.

25.8.2 The ratification committee shall, in respect of an appeal pursuant to 25.8.1:

a) hear it in the manner it considers appropriate;

b) make its decision on the basis of evidence it considers credible and trustworthy; and

c) prior to publishing the official voters list pursuant to 25.9.2, give its decision in writing to the appellant and, in the case of an appeal pursuant to 25.8.1b), to the person alleged to be ineligible.

25.8.3 The ratification committee shall grant an appeal made pursuant to 25.8.1c).

25.8.4 The ratification committee shall, whether or not an appeal has been made, correct any errors in the preliminary voters list, other than those that can be raised pursuant to 25.7.1a) or 25.7.1b), where those errors are brought to its attention within the period pursuant to 25.7.1c).

25.8.5 A decision of the ratification committee under 25.8 is final.

25.9 OFFICIAL VOTERS LIST

25.9.1 The ratification committee shall, at least sixty (60) days before the first day of the vote, revise the preliminary voters list in accordance with its decisions pursuant to 25.8.2 to 25.8.4 and produce it as the official voters list.

25.9.2 The ratification committee shall publish the official voters list in the Community of Déline and in Yellowknife.

25.10 INFORMATION CAMPAIGN

25.10.1 The ratification committee shall:

a) be responsible for affording eligible voters a reasonable opportunity to review the substance and details of the FSGA, and

b) organize community meetings to provide eligible voters an opportunity to discuss the FSGA with representatives of the Parties.

25.11 RATIFICATION VOTE

25.11.1 The ratification vote shall be by secret ballot.

25.11.2 The ratification committee shall:

a) establish rules for the conduct of the ratification vote, including the establishment of polling stations, that are consistent with this chapter;

b) set the date or dates of the ratification vote, including advance polls, which shall be held on the same date or dates in all polling stations;

c) publish the dates set pursuant to 25.11.2b) in the Déline District and in each community with a polling station at least sixty (60) days before the first voting day;

d) develop the form and content of the ballot to be approved by the Parties; and

e) receive and tabulate all ballots and publish the results in the Déline District, in Yellowknife and in any other location it considers appropriate, showing the:

i) number of eligible voters,

ii) number of ballots cast,

iii) number of ballots approving the FSGA,

iv) number of ballots not approving the FSGA,

v) number of ballots spoiled or rejected, and

vi) percentage of votes cast in favour.

25.12 COMING INTO EFFECT

25.12.1 The FSGA shall come into effect on the date agreed by the Parties, set by a Federal order in council, and that date shall be at least two (2) weeks after the order is made.

25.12.2 NWT implementing legislation shall provide that the FSGA shall come into effect on the same date set in accordance with 25.12.1.

CHAPTER 26 APPROVAL OF AIP

26.1 GENERAL

26.1.1 This AIP shall be initialled by the chief negotiators and submitted to their principals for approval in accordance with this chapter.

26.1.2 This AIP shall form the basis for concluding the FSGA.

26.1.3 Nothing in this AIP creates legal obligations binding on the Parties.

26.2 PROCESS

26.2.1 This AIP shall be considered approved when it has been signed by each of the:

a) ?Ehkw'atidé on behalf of the Déline Dene Band;

b) President of the Déline Land Corporation on behalf of the Déline Land Corporation;

c) Minister of Aboriginal Affairs on behalf of the GNWT; and

d) Minister of Indian Affairs and Northern Development on behalf of Canada.

26.3 PUBLICATION

26.3.1 Once this AIP is approved, the Parties shall jointly make it public.

CHAPTER 27 SUBJECTS FOR FUTURE NEGOTIATION

27.1 GENERAL

27.1.1 Prior to the Initialing Date, in addition to matters set out elsewhere in this AIP, the Parties shall address:

a) the use, management, administration, control and protection of Settlement Lands;

b) economic development, including tourism;

c) raising of revenue for local purposes;

d) wills and estates;

e) trusteeship and guardianship of adults;

f) liability and indemnification;

g) the preamble and schedules to the FSGA;

h) labour relations and working conditions with respect to the DFNG public service, and hold discussions regarding labour relations and working conditions as regulated by the NWT *Labour Standards Act*; and

i) any other matter as the Parties may agree to address.

27.1.2 Prior to the Initialing Date, the Parties agree to address:

a) taxation powers of the DFNG;

b) tax treatment of the DFNG;

c) tax treatment of corporations owned by the DFNG;

d) tax treatment of gifts made to the DFNG;

e) tax coordination and harmonization agreements;

f) review and amendment processes in relation to taxation;

g) which issues pertaining to taxation should be addressed in the FSGA and which should be addressed in separate agreements;

h) any other taxation issue which the Parties may agree to address.

27.1.3 Prior to the Initialing Date, the Parties shall review the implementation of Chapter 28 and whether to include any additional provisions in relation to NWT core principles and objectives in the FSGA.

CHAPTER 28 CORE PRINCIPLES AND OBJECTIVES [4]

28.1 GENERAL

28.1.1 Prior to the Initialing Date, the GNWT intends to develop and have in place core principles and objectives, referred to in 7.2.1, 11.4.2, 14.2.2, and 15.2.2.

28.1.2 The core principles and objectives developed pursuant to 28.1.1 shall be NWT core principles and objectives developed in Consultation with the Déline Dene Band and the Déline Land Corporation consistent with 28.1.4.

28.1.3 The GNWT and Déline Dene Band and the Déline Land Corporation intend that the core principles and objectives referred to in 28.1.1 and 28.1.6 will be broad in nature.

28.1.4 The GNWT, in Consultation with the Déline Dene Band and the Déline Land Corporation, shall develop NWT core principles and objectives in relation to:

a) social assistance, including Income Support;

b) Social Housing;

c) pre-schooling and early childhood development;

d) child and family services;

e) adoption; and

f) guardianship, trusteeship, wills and estates.

28.1.5 Consultations pursuant to 28.1.4 shall be:

a) bilateral, GNWT - Déline Dene Band and the Déline Land Corporation; and

b) multilateral, GNWT - Déline Dene Band and the Déline Land Corporation - other interested NWT groups.

[4] This chapter will not appear in the FSGA.

28.1.6 In the event that the GNWT is unable to develop and have in place NWT core principles and objectives pursuant to 28.1.2, the GNWT shall consult the Déline Dene Band and the Déline Land Corporation for the purposes of developing and agreeing on interim core principles and objectives in relation to 7.2.1, 11.4.2, 14.2.2, and 15.2.2 that shall apply only within the Déline District.

28.1.7 Any interim core principles and objectives developed pursuant to 28.1.6 shall be replaced by NWT core principles and objectives upon development pursuant to 28.1.4.

DÉLINE DISTRICT

In the Northwest Territories;
in the district of Mackenzie;

All that parcel of land more particularly described as follows, all topographic features hereinafter referred to being according to:

> edition 1 of the Fort Norman map sheet number 96 C of the National Topographic system, produced at a scale of 1:250,000 by the Army Survey establishment, R.C.E., at Ottawa;
>
> edition 2 of the Mahony Lake map sheet number 96 F of the National Topographic system, produced at a scale of 1250,000 by the surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;
>
> edition 3 of the Lac Belot map sheet number 96 L of the National Topographic system, produced at a scale of 1250,000 by the Army Survey Establishment, R.C.E., at Ottawa;

Commencing at the point of intersection of the northerly boundary of the Sahtu Settlement Region with longitude 124° 00' 00" W at latitude 68° 00' 00" N;

Thence southerly in a straight line to the intersection of said longitude with latitude 66° 30' 00" N;

Thence westerly in a straight line to the intersection of said latitude with longitude 125° 00' 00" W;

Thence southwesterly along a straight line (the terminus of said line being the intersection of latitude 65° 34' 00" N with longitude 128° 00' 00" W) to the intersection of said line with the southwest limit of a seismic line, said limit being perpendicularly distant 5 metres southwest of the centerline of said seismic line, at approximate latitude 66° 01' 40" N and approximate longitude 126° 34' 20" W;

Thence southeasterly along the said limit of said seismic line to its intersection with the west boundary of Sahtu Parcel 46 at 65° 50' 40" N;

Thence southerly and easterly along the west and southerly boundary, respectively, of said parcel to its intersection with the southwest limit of aforesaid seismic line, at approximate latitude 65° 46' 40" N and approximately longitude 127° 57' 15" W

Thence southeasterly along said limit to a north corner of Sahtu Parcel 100 at approximate longitude 125° 25' 46" W and approximate latitude 65° 39' 50" N;

Thence southeasterly along the boundary of Sahtu Parcel 100 to a northeast corner of said parcel at approximate latitude 65° 23' 25" N and approximate longitude 124° 43' 41" W;

Thence southeasterly along the southwest limit of aforesaid seismic line to its intersection with longitude 124° 30' 00" W and approximate latitude 65° 18' 02" N;

Thence southerly in a straight line to a northeast corner of Sahtu Parcel 100 at said longitude and latitude 65° 06' 00" N;

Thence southerly and westerly along the boundary of said parcel to its intersection with longitude 124° 43' 30" W and at approximate latitude 65° 01' 30" N;

Thence southerly in a straight line to the intersection of said longitude with a westerly boundary of Sahtu Parcel 53 at approximate latitude 65° 00' 55" N;

Thence southerly along said boundary to the south corner of Sahtu Parcel 53 at longitude 124° 43' 45" and approximate latitude 64° 59' 45" N;

Thence southerly in a straight line to the intersection of said longitude with a northwest boundary of Sahtu Parcel 51 at approximate latitude 64° 59' 43" N;

Thence southwesterly and easterly along the northwesterly and southerly boundary, respectively, of said parcel to its intersection with the west bank of an unnamed stream at approximate latitude 64° 41' 35" N and approximate longitude 124° 41' 35" W;

Thence southeasterly in a straight line to the northwest corner of Sahtu Parcel 93 at latitude 64° 40' 00" N and longitude 124° 15' 00" W;

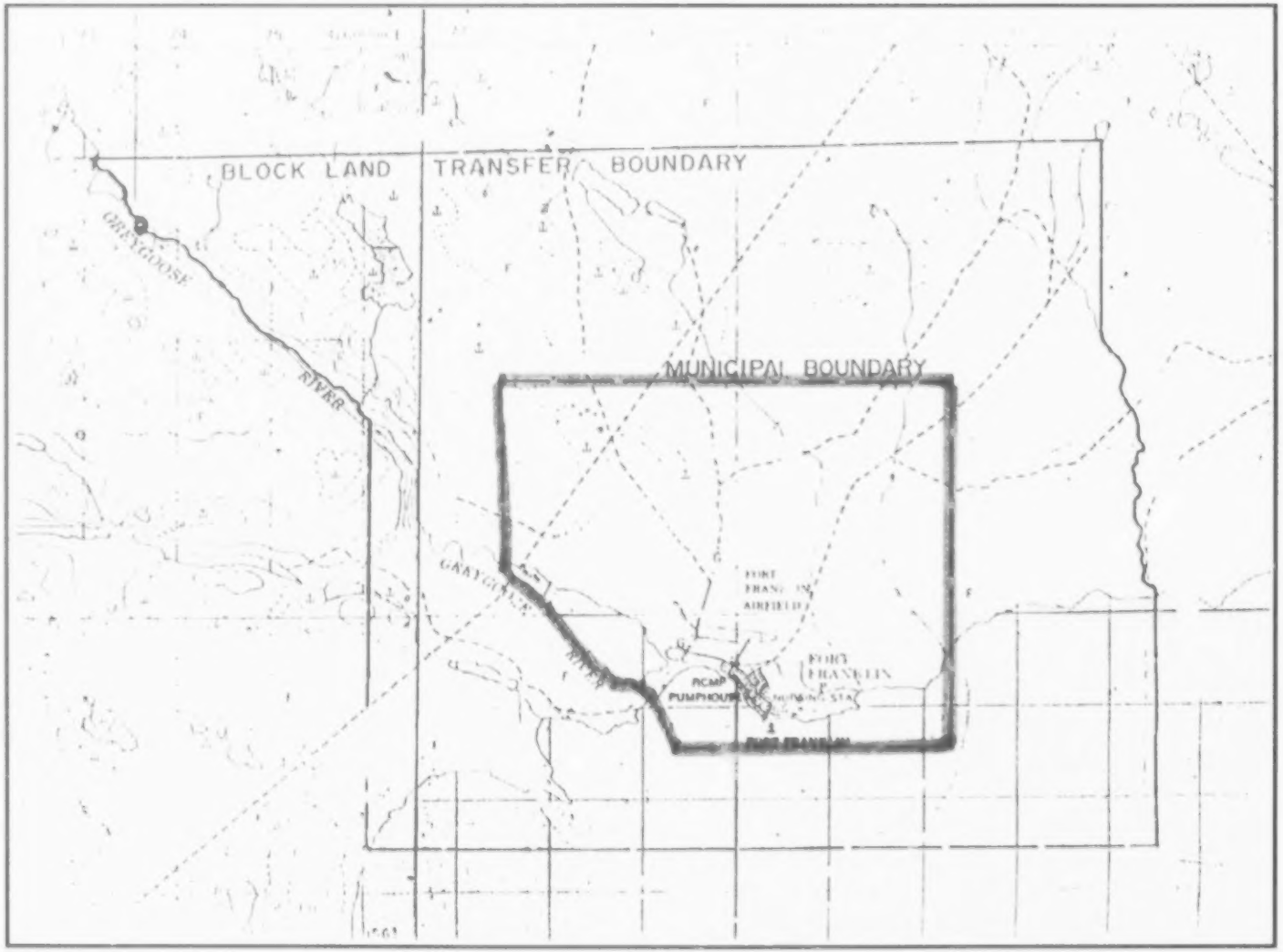
Thence southerly and easterly along the boundary of said parcel to its intersection with longitude 124° 00' 00" W and latitude 64° 34' 00" N;

Thence southeasterly in a straight line to the northwest corner of Sahtu Parcel 173 at longitude 122° 48' 00" W and latitude 64° 13' 09" N;

Thence southerly along the boundary of said parcel to its intersection with the south boundary of the Sahtu Settlement Region at longitude 122° 48' 00" W and approximate latitude 64° 11' 10" N;

Thence easterly, northerly and westerly along the south, east and north boundary, respectively, of the Sahtu Settlement Region to the point of commencement.

COMMUNITY OF DÉLINE



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